

## Exhibit “C”

### Declaration of Adrienne Hahn-Sisbarro

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4 Attorney for PLANTIFF  
5 CHANEL, INC., a New York Corporation

6 THE UNITED STATES DISTRICT COURT  
7 FOR THE NORTHERN DISTRICT OF CALIFORNIA

8 CHANEL, INC., a New York  
9 corporation,

10 Plaintiff,

11 v.

12 CASONDRA TSHIMANGA a/k/a  
13 CASONDRA SMITH a/k/a  
14 CASONDRA SATCHEL a/k/a C.  
15 MAYFIELD a/k/a ANNE LLOYD et al.,

16 Defendants.

Case No. CV 07-03592-EMC

**DECLARATION OF  
ADRIENNE HAHN  
SISBARRO IN SUUPORT OF  
CHANEL, INC.'S MOTION  
FOR ENTRY OF DEFAULT  
JUDGMENT AGAINST  
CASONDRA TSHIMANGA.**

DATE:  
TIME:  
PLACE:

18 I, Adrienne Hahn Sisbarro, declare and state as follows:

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20 1. I am employed by Chanel, Inc. ("Chanel") as Director, Legal  
21 Administration. I have been so employed since 1988. Chanel is a corporation duly  
22 organized under the laws of the State of New York with its principal place of  
23 business in the United States located at Nine West 57th Street, New York, New  
24 York 10019.  
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1           2.     I am over 18 years of age and have personal knowledge of the facts set  
2 forth herein and, if called upon to do so, I could and would competently testify to  
3 the following facts in support of Plaintiff's Motion for Entry of Default Judgment  
4 against Defendant Casondra Tshimanga a/k/a Casondra Smith a/k/a Casondra  
5 Satcher a/k/a C. Mayfield a/k/a Anne Lloyd d/b/a HandbagOutpost.com d/b/a  
6 DesignerOutpost.net d/b/a Handbagsluxury.com d/b/a Bay Electronics  
7 ("Tshimanga" or "Defendant").  
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10           3.     In my capacity as Chanel's Director, Legal Administration, I am  
11 responsible, in part, for Chanel's trademark and anti-counterfeiting efforts in the  
12 United States. As a result, I am fully familiar with most aspects of the manufacture,  
13 sale, and distribution of genuine Chanel products, including handbags, wallets, and  
14 scarves, and I have been trained to identify the distinctions between genuine Chanel  
15 merchandise and counterfeit copies of the same.  
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18           4.     Since the 1920s, Chanel has been engaged in the promotion,  
19 distribution, and sale in interstate commerce of high quality products under the  
20 Chanel trademarks.  
21

22           5.     Chanel the owner of all rights in and to the following federally  
23 registered trademarks:  
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<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
CC MONOGRAM	1,734,822	November 24, 1992
CC MONOGRAM	1,314,511	January 15, 1985
CC MONOGRAM	3,025,934	December 13, 2005
CHANEL	0,626,035	May 1, 1956
CHANEL	1,347,677	July 9, 1985
CHANEL	1,733,051	November 17, 1992
CC MONOGRAM	3,022,708	December 6, 2005
CHANEL	0,906,262	January 19, 1971
CC MONOGRAM	1,501,898	August 30, 1988

The Chanel Marks are registered in International Classes 18, and 25 and are used in connection with manufacture and distribution of, among other things, including, but not limited to women's handbags, leather goods namely, handbags, wallets, travel bags, luggage, credit card and business card cases, make-up bags and vanity cases sold empty, briefcase type portfolios, attaché cases, change purses, suitcases, tote bags, garment bags, travelers' shoe bags, and scarves. True and correct copies of the Federal Registrations for the Chanel Marks are attached as Composite Exhibit "D" to Plaintiff's Motion for Entry of Final Default Judgment against Tshimanga.

6. Genuine Chanel products are sold at Chanel boutiques throughout the

1 United States and at high quality, prestigious retail stores and via the Internet.

2 During the more than 80 years that Chanel has sold its products in interstate  
3 commerce under the Chanel Marks, Chanel has spent hundreds of millions of  
4 dollars to extensively advertise and promote its goods. In the last five years,  
5 Chanel's sales of high quality handbags, wallets, scarves and other goods have been  
6 well into many millions of dollars.  
7

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9 7. As a result of the foregoing, the Chanel Marks have acquired fame in  
10 the consumer market for a wide variety of products, including high quality  
11 handbags, wallets, scarves, and other goods. The Chanel Marks have come to  
12 symbolize the enormous goodwill of Chanel's products throughout the United  
13 States and the world. No other manufacturer uses the Chanel Marks or any  
14 substantially similar marks for the same type of goods. Chanel actively polices and  
15 enforces its trademark rights.  
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18 8. The Chanel Marks are vital to Chanel's business. The Chanel Marks  
19 represent virtually the entire value of the company's business and its associated  
20 image. The Chanel Marks have never been abandoned. Chanel suffers irreparable  
21 harm to its goodwill, as well as a direct monetary loss, any time any third parties,  
22 including the Defendant, sell counterfeit goods bearing identical or substantially  
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1 similar trademarks.

2 9. Chanel received information that the Defendant was selling handbags,  
3 wallets, scarves, and various other items under the Chanel Marks without Chanel's  
4 authorization through her Internet websites "HandbagOutpost.com,"  
5 "DesignerOutpost.net," and "HandbagsLuxury.com." The Defendant does not  
6 have, nor has she ever had, the right or authority to use the Chanel Marks for any  
7 purpose. True and correct copies of the printouts from the "HandbagOutpost.com,"  
8 "DesignerOutpost.com," and "HandbagsLuxury.com" websites showing the  
9 products bearing the Chanel Marks offered for sale by the Defendant are attached as  
10 Exhibits "G" through "K" to Chanel's Motion for Default Judgment.  
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14 10. In or about May 2006, as part of its ongoing investigations regarding  
15 counterfeit Chanel products, Chanel retained Robert Holmes of IPCyberCrime.com,  
16 LLC, formerly, the Holmes Detective Agency, to investigate the suspected sales of  
17 counterfeit Chanel products by the Defendant. Mr. Holmes purchased a handbag  
18 bearing the Chanel Marks at issue in this matter from Defendant through her  
19 Internet website HandbagOutpost.com for \$557.43, including shipping. On or  
20 about June 20, 2006, Mr. Holmes received the handbag bearing the Chanel Marks  
21 at issue in this action and delivered the same to Chanel. A true and correct  
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1 photograph of the handbag Mr. Holmes purchased from the Defendant through her  
2 website HandbagOutpost.com together with true and correct copies of the invoice,  
3 the outer package, and the Chain of Custody are attached are attached as Composite  
4 Exhibit "2" to the Declaration of Robert Holmes in support of Chanel's Motion for  
5 Default Judgment.  
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8 11. I personally analyzed the handbag purchased by Mr. Holmes from the  
9 Defendant through the HandbagOutpost.com website and determined it to be a non-  
10 genuine Chanel product. My analysis included review of the workmanship and  
11 materials of the handbag including markings on the handbag, items provided  
12 together with the handbag and the quality of the handbag itself. Specifically: the  
13 authenticity card, care booklet and protective cover all differ from those used in  
14 connection with genuine Chanel handbags of this style; the markings on the  
15 handbag are inconsistent with those used in connection with genuine Chanel  
16 handbags of this style; and the workmanship and materials are inferior.  
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20 12. I also personally reviewed the website printouts reflecting products  
21 bearing the various Chanel Marks offered for sale by the Defendant via her  
22 websites HandbagOutpost.com, DesignerOutpost.net, and HandbagsLuxury.com  
23 and concluded they were non-genuine Chanel products. I reached this conclusion  
24 through my visual inspection of the products and the pricing, and because I  
25 personally know that Chanel does not conduct business with Defendant nor does  
she have the right or authority to use the Chanel Marks. True and correct copies of

1 HandbagOutpost.com, DesignerOutpost.net, and HandbagsLuxery.com website  
2 printouts I reviewed are attached as Exhibits “G” through “K” to Chanel’s Motion  
3 for Default Judgment.  
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5 13. In view of the foregoing, Chanel can confirm that the handbag sold by  
6 the Defendant to Chanel’s private investigator under the Chanel Marks is a  
7 counterfeit product and is of inferior quality to genuine Chanel products.  
8 Additionally, Chanel can confirm that the products offered for sale and sold on the  
9 Defendant’s websites HandbagOutpost.com, DesignerOutpost.net, and  
10 HandbagsLuxery.com are counterfeit products and are of inferior quality to genuine  
11 Chanel products.  
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14 14. As a result of the availability of the counterfeit products being offered  
15 by the Defendants, Chanel is highly likely to experience irreparable damage to its  
16 reputation among consumers unless the infringing activity alleged in its Complaint  
17 is stopped.  
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20 I declare under penalty of perjury under the laws of the United States of  
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1 America that the foregoing is true and correct.

2 FURTHER DECLARANT SAYETH NAUGHT.

3 Dated this 14<sup>th</sup> day of January 2008.

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7 ADRIENNE HAHN SISBARRO  
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